

AG Contract No. KR00 0726TRN  
ADOT ECS File No. JPA 00-54  
COT Contract No. 0586-00  
COT Resolution No. 18654  
Project: ~~H4494-01C~~ H557601DE, OIC  
Section: I-10/I-19 Freeway Management  
System

INTERGOVERNMENTAL AGREEMENT  
BETWEEN  
THE STATE OF ARIZONA  
AND  
THE CITY OF TUCSON

THIS AGREEMENT is entered into 21 August, 2000,  
pursuant to Arizona Revised Statutes Section 11-952 through 11-954 as amended, between the  
STATE OF ARIZONA acting by and through its DEPARTMENT OF TRANSPORTATION (the  
"State") and the CITY OF TUCSON, acting by and through its MAYOR and CITY COUNCIL (the  
"City").

I. RECITALS

1. The State is empowered by Arizona Revised Statutes Section 28-401 to enter into  
this agreement and has by resolution, a copy of which is attached hereto and made a part  
hereof, resolved to enter into this agreement and has delegated to the undersigned the authority  
to execute this agreement on behalf of the State.

2. The City is empowered by Arizona Revised Statutes Section 48-572 to enter into this  
agreement and has by resolution, a copy of which is attached hereto and made a part hereof,  
resolved to enter into this agreement and has authorized the undersigned to execute this  
agreement on behalf of the City.

3. It is necessary and desirable that the State Freeway Management System (FMS) be  
expanded to operate along the Interstate-10/Interstate-19 corridors in Tucson for the safety and  
protection of the traveling public and dispatch of emergency services. This operational  
extension of the Phoenix based Arizona Department of Transportation Freeway Management  
System will consist of the design and installation of monitoring stations in the City  
Transportation Traffic Control Center and City 911 Center. The operation will include  
pan/tilt/zoom cameras, variable message signs, a mainline fiber-optic communication backbone,  
direct voice, full-motion video and command-control logic communications with the Phoenix  
based Center. This agreement is to establish and maintain the interconnection of the City  
Traffic Control Center to be referred to as the CITY TCC and the City Communications 911  
Center, to be referred to as the CITY 911, and the Arizona Department of Transportation Traffic  
Operations Center, to be referred to as the TOC.

THEREFORE, in consideration of the mutual agreements expressed herein, it is agreed as  
follows:

NO. 24183  
Filed with the Secretary of State  
Date Filed: 08/21/00  
Betsy Bayless  
Secretary of State

BW/IC/11/11

## II. SCOPE OF WORK

### 1. The City will:

a. The City TCC will serve as the focal point for the monitoring of the FMS in the Tucson area. The City TCC and CITY 911 will be allowed full control of the cameras and the City TCC will have access to the sign system controls for each variable message sign located within the Tucson area.

b. The City TCC will provide the necessary staffing to monitor the FMS system during normal City working hours. This schedule includes 6 AM to 6 PM, five days per week, excluding holidays, at no charge to the State. The City 911 may also monitor the system as time permits or during emergencies as necessary.

c. The City TCC and/or 911 will operate the Tucson area FMS following procedures and guidelines provided by the TOC.

d. The City TCC and/or 911 will be responsible for the cost of all office utilities, office supplies, and personnel for the operation of the FMS in the City TCC and City 911 Center in the Department of Transportation and Department of Operations budgets respectively.

e. Using State funding not to exceed \$600,000.00, the CITY will install the following fiberoptic conduit and cable:

- Conduit and fiber as necessary from 6<sup>th</sup>/I-10 to CITY 911 located at Park/Ajo.
- Conduit and fiber as necessary from 6<sup>th</sup>/Ajo to the Department of Public Safety located at Valencia Road and Tucson Boulevard.
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(i). Incident to the installation of the conduit and cable, the City will call for bids and award one or more construction contracts for the installation. Administer same and make all payments to the contractor. Be responsible for any contractor claims for extra compensation due to delays or whatever reason attributable to the City.

(ii). Upon completion, approve and accept the installation improvements as complete and provide maintenance.

(iii). Invoice the State for the reasonable direct actual cost of the installation, with no profit or fee, in a total amount not to exceed \$600,000.00.

f. The City will connect and maintain a speed dial phone line from the City 911 Center to the City TCC and TOC.

g. The City will provide, at no cost to the State, equipment rack space in the City Information Technology building to provide a connection between the State fiberoptic cable and City fiberoptic cable.

h. The City fiberoptic cable in the Information Technology building will be terminated by the City with SC single mode connectors.

i. The City will make available two 1-inch innerducts for State fiberoptic cable into the Information Technology building that the State may use at its discretion for building penetration.

j. The City will supply, at no cost to the State, a dedicated electrical circuit in the Information Technology building for FMS equipment.

k. The City will provide and maintain, at no cost to the State, 12 single mode fibers from the City Information Technology building to the City TCC.

l. The City TCC will make available to the State the status of all State owned and operated traffic signals connected to the City Traffic Management Computer System.

m. The City agrees to grant access to City right-of-way for FMS construction, equipment installation and maintenance. For construction and installation, ADOT will contact the City 48 hours in advance of work to be performed. City inspectors will be included in all work being done within City right-of-way. For maintenance, ADOT will contact the City representative in advance whenever possible.

n. The City will maintain computers installed by the State in City offices. The State will supply spare parts for other specialized equipment located in City offices that the City would use to replace failed equipment. The City will ship failed boards, codecs, or other specialized pieces of equipment to the State for repair.

o. The City will maintain all communications fiber and conduit along City right-of-way up to and including the pull box on its right-of-way. This includes the B-19 section to be installed by the State.

2. The State will:

a. The State will be responsible for the design, construction, inspection and maintenance costs associated with the FMS.

b. The State will purchase and install all equipment in the City TCC, City 911 Center, and Information Technology building necessary to operate the Tucson FMS. This equipment will include, but not be limited to, T1 or other acceptable communication system between Tucson and Phoenix including Codec if necessary. State supplied material for the City TCC will include one computer workstation, video switching equipment, video monitors, and variable message sign dial-up equipment and phone lines.

c. The State will be responsible for the installation and annual cost of the T1 telephone line or other communication protocols as deemed necessary for the proper operation of the system connecting the City TCC to the TOC.

d. The State will be responsible for the operation of the Tucson freeway management system from the Phoenix TOC during hours not included as part of the time specified by the City TCC.

e. The State will provide training, guidelines and operational procedures to City TCC and City 911 staff for the operation of the VMS and CCTV systems.

f. The State will provide a 1-inch empty innerduct to the City along the total length of the Tucson Interstate-10 and Interstate-19 FMS corridors. The City will have the option of installing City owned and operated fiberoptic cable at a later date.

g. The State grants the City maintenance access to the City innerduct located within State right of way. The City will contact the ADOT district engineer 48 hours in advance of work to be performed in the State right-of-way. The City will be responsible for the maintenance of City installed fiberoptic cable within State right of way.

h. The State will provide 12 dark single mode fibers to the City along the total length of the Tucson Interstate-10 and Interstate-19 FMS corridors for CITY use. The State will retain ownership of these 12 fibers. The State will give the City written notice of not less than 12 months when City access to these fibers is to be terminated.

i. The State will cover all costs associated with upgrading of freeway management system software and/or hardware in order for a fully operational FMS in the future.

j. The State will maintain all communications fiber and conduit along the State's right-of-way up to and including the pull box on its right-of-way. The City's responsibility begins at the exiting conduit from the pull-box, entering City right-of-way.

k. The State agrees to allow the City to disseminate FMS data. The State will allow the City to delay transmission according to the Travelers Information System public private partnership. The State may also choose to disseminate Tucson FMS data and may do so in real-time.

l. The State will install four 1-inch innerducts in the existing four-inch conduit outside the City Information Technology building to the cable vault. The State will provide one 1-inch innerduct from the cable vault to the freeway conduit system for future City use.

m. The State will install one rack in the City Information Technology building for FMS fiberoptic cable. State fiber will be terminated using connectors compatible with City fiber.

n. The State will install a 4-inch conduit with appropriately spaced pull boxes along B-19 from the intersection of Sixth Avenue and Irvington Road to the intersection of B-19 and Valencia Road for a future Department of Public Safety fiberoptic connection. The State will abandon this link to the City upon completion.

o. The State will prepare a letter of intent with the Department of Public Safety (DPS) that will cover maintenance and installation of fiber and conduit on DPS right of way. Using State funding, the City will install fiber and conduit into the DPS building. The City will maintain fiber only up to the DPS property line. The State will pay the City for the reasonable direct actual cost of the fiberoptic conduit and cable to the DPS building, within 30 days after receipt and approval of invoices, in a total amount not to exceed \$600,000.00. The State will be responsible for any contractor claims due to delays or whatever reason attributable to the State which are associated with this installation.

p. The State will provide the City with spare parts for FMS video and fiber equipment. The City will use this equipment to replace and maintain damaged equipment as needed. The State agrees to pay for and repair damaged equipment.

III. MISCELLANEOUS PROVISIONS

1. This agreement shall remain in force and effect until completion of said Project; provided, however, that this agreement, except any provisions herein for maintenance or electric energy, which shall be perpetual, may be cancelled at any time prior to the commencement of performance under this agreement, upon thirty (30) days written notice to the other party.

3. This agreement shall become effective upon filing with the Secretary of State.

4. This agreement may be cancelled in accordance with Arizona Revised Statutes Section 38-511.

5. The provisions of Arizona Revised Statutes Section 35-214 are applicable to this contract.

6. In the event of any controversy which may arise out of this agreement, the parties hereto agree to abide by required arbitration as is set forth for public works contracts in Arizona Revised Statutes Section 12-1518.

7. All notices or demands upon any party to this agreement shall be in writing and shall be delivered in person or sent by mail addressed as follows:

Department of Transportation  
Joint Project Administration  
205 South 17 Avenue, Mail Drop 616E  
Phoenix, AZ 85007

City of Tucson  
Transportation Director  
Box 27210  
Tucson, AZ 85726-7210

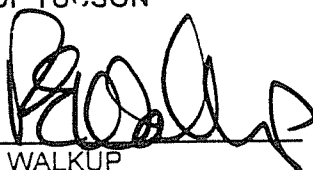
8. Attached hereto and incorporated herein is the written determination of each party's legal counsel that the parties are authorized under the laws of this state to enter into this agreement and that the agreement is in proper form.

9. To the extent permitted by law, the State agrees to indemnify, defend and hold harmless the City, its officers, departments, employees and agents from and against all suits, legal actions or administrative proceedings, claims, demands or damages of any kind arising out of the City's participation in the monitoring of the freeway management system in the greater Tucson metropolitan area under the terms of this agreement, except for any liability arising out of the misconduct or negligence of the City

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

CITY OF TUCSON

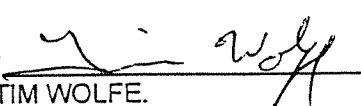
By

  
BOB WALKUP  
Mayor

STATE OF ARIZONA

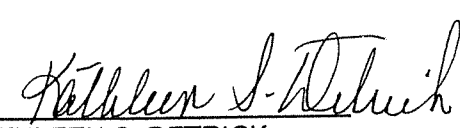
Department of Transportation

By

  
TIM WOLFE.  
Ass't State Engineer

ATTEST

By

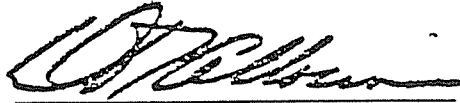
  
KATHLEEN S. DETRICK  
City Clerk

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RESOLUTION

BE IT RESOLVED on this 24th day of April 2000, that I, the undersigned MARY E. PETERS, as Director of the Arizona Department of Transportation, have determined that it is in the best interests of the State of Arizona that the Department of Transportation, acting by and through the Intermodal Transportation Division, to enter into an agreement with the City of Tucson for the purpose of defining responsibilities for the design, construction and maintenance of improvements to a new I-10/I-19 Freeway Management System.

Therefore, authorization is hereby granted to draft said agreement which, upon completion, shall be submitted to the Ass't State Engineer for approval and execution.

A handwritten signature in dark ink, appearing to read 'D. Allocco', is written over a horizontal line.

DAVID R. ALLOCCO, P.E.  
Assistant State Engineer  
Engineering Technical Group  
for Mary E. Peters, Director

ADOPTED BY THE  
MAYOR AND COUNCIL

JUL 10 2000

RESOLUTION NO. 18654

RELATING TO INTERGOVERNMENTAL AGREEMENTS; APPROVING AND  
AUTHORIZING EXECUTION OF AN INTERGOVERNMENTAL  
AGREEMENT WITH THE STATE OF ARIZONA FOR THE TUCSON  
AREA FREEWAY MANAGEMENT SYSTEM.

BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF  
TUCSON, ARIZONA, AS FOLLOWS:

SECTION 1. The Intergovernmental Agreement with the State of Arizona  
for the Tucson Area Freeway Management System, attached hereto as Exhibit  
"A" is approved.

SECTION 2. The Mayor is hereby authorized and directed to execute the  
said Intergovernmental Agreement for and on behalf of the City of Tucson and  
the City Clerk is directed to attest the same.

SECTION 3. The various City officers and employees are authorized and  
directed to perform all acts necessary or desirable to give effect to this resolution.

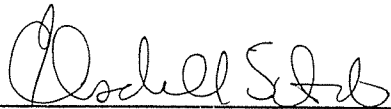
SECTION 4. WHEREAS, it is necessary for the preservation of the  
peace, health and safety of the City of Tucson that this resolution become  
immediately effective, an emergency is hereby declared to exist and this  
resolution shall be effective immediately upon its passage and adoption.



APPROVAL OF THE TUCSON CITY ATTORNEY

I have reviewed the above referenced proposed intergovernmental agreement, between the DEPARTMENT OF TRANSPORTATION, HIGHWAYS DIVISION, and the CITY OF TUCSON and declare this agreement to be in proper form and within the powers and authority granted to the City under the laws of the State of Arizona.

DATED this 13 day of June, 2000.



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City Attorney



STATE OF ARIZONA

OFFICE OF THE ATTORNEY GENERAL

1275 WEST WASHINGTON, PHOENIX, AZ. 85007-2926

JANET NAPOLITANO  
ATTORNEY GENERAL

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**INTERGOVERNMENTAL AGREEMENT**  
**DETERMINATION**

A.G. Contract No. KR00-0726TRN, an agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952, as amended, by the undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining parties, other than the State or its agencies, to enter into said agreement.

DATED: August 15, 2000

JANET NAPOLITANO  
Attorney General

SUSAN E. DAVIS  
Assistant Attorney General  
Transportation Section

SED:ggt

Enc.

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